

1 **Q. WHEN LOCAL INTERCONNECTION TRUNKS ARE ORDERED AS A**
2 **“MUXED DS-3” INTERFACE, SHOULD VERIZON BE REQUIRED TO**
3 **CONSTRUCT INTERCONNECTION HUBBING FACILITIES AT CENTRAL**
4 **OFFICES OTHER THAN THOSE INTERMEDIATE HUB LOCATIONS**
5 **IDENTIFIED IN THE NECA 4 TARIFF?**

6 **A. No, not all central offices have the 3x1 electronic digital cross connect machines that**
7 Verizon uses to multiplex DS-1's into DS-3's for multiple carriers. The 3x1 digital cross
8 connect machine is a large expensive piece of specialty transport equipment. In addition,
9 if AT&T orders DS-3 facilities to an office that is not a designated intermediate hub,
10 Verizon may not have sufficient interoffice facilities from that office to get to other
11 offices in the LATA.

12
13 Contrary to AT&T's insinuations, Verizon VA has made substantial accommodations in
14 its network architecture for the facilities and equipment of AT&T. Verizon VA has
15 informed the Petitioners about where in Verizon VA's network the CLECs can order
16 “Muxed DS-3” facilities by referring them to the NECA 4 Tariff. In accordance with
17 paragraph 202 of the *Local Competition Order*, Verizon has adapted its facilities to meet
18 CLEC demands and has notified AT&T about which central offices are designed for DS-
19 3 interface facilities. Moreover, this is entirely consistent with AT&T's practice as an
20 IXC when purchasing access using multiplexed DS-3 facilities.

21
22 **Q. IF VERIZON VA WERE REQUIRED TO OFFER INTERCONNECTION**
23 **FACILITIES AND HUBBING AT CENTRAL OFFICES OTHER THAN THOSE**

1 **INTERMEDIATE HUB LOCATIONS IDENTIFIED IN THE NECA 4 TARIFF,**
2 **SHOULD AT&T BE RESPONSIBLE FOR VERIZON VA’S COSTS IN**
3 **ADAPTING ITS FACILITIES?**

4 A. Yes. The Commission recognized that CLECs should be responsible for technically
5 feasible but expensive forms of interconnection. The Commission has said that if
6 Verizon VA “must accept the novel use of, and modification to, its network facilities to
7 accommodate the interconnector” then “of course, a requesting carrier that wishes a
8 ‘technically feasible’ but expensive interconnection would, pursuant to section 252(d)(1),
9 be required to bear the cost of that interconnection, including a reasonable profit.” *Local*
10 *Competition Order* ¶¶ 199, 202. Thus, if Verizon were required to offer interconnection
11 facilities and hubbing at locations other than those identified in the NECA 4 tariff,
12 Petitioners should be financially responsible for Verizon VA’s costs in modifying and
13 adding equipment to those locations.

14
15 **V. TANDEM TRANSIT TRAFFIC**
16 **(ISSUES I-4, III-1, III-2, IV-1, V-16)**

17
18A. **TANDEM TRANSIT SERVICE**

19 **Q. WHAT IS TANDEM TRANSIT TRAFFIC (Issue III-1)?**

20 A. Tandem transit traffic is a transitional service that Verizon VA provides to all CLECs
21 who interconnect with Verizon VA. Transit traffic is traffic that neither originates from
22 nor terminates to a Verizon VA customer, but originates from one CLEC’s network, and
23 terminates on another carrier’s network.

1 **Q. DOES VERIZON VA HAVE AN OBLIGATION TO PROVIDE TRANSIT**
2 **SERVICE TO PETITIONERS?**

3 A. No. Verizon VA is willing, however, to deliver transit traffic to and from Petitioners and
4 third-party carriers up to the level of a DS-1 per third-party carrier. While Verizon VA
5 is voluntarily agreeing to carry such traffic, it will not agree to do so without restriction.
6 That restriction is that Verizon VA will only deliver transit traffic up to the DS-1 level.

7
8 **Q. WHY DOES VERIZON VA LIMIT THE LEVEL OF TRANSIT TRAFFIC TO**
9 **THE DS-1 LEVEL?**

10 A. The Act requires each carrier to interconnect with the facilities of another requesting
11 carrier. The Petitioners can, therefore, (and should) negotiate arrangements for such
12 interconnection with other carriers. Verizon VA's provision of transit service up to a DS-
13 1 level of transit service per third-party carrier will assist the Petitioners while they
14 negotiate their own interconnection arrangements with such carriers. The DS-1
15 restriction limits traffic congestion and is a reasonable benchmark. Limiting congestion
16 at Verizon VA's tandems benefits all users of the public switched telephone network. If
17 there is no limitation on the level of traffic that travels over Verizon VA's network that is
18 non-Verizon VA traffic, then the Petitioners would have no incentive to interconnect
19 directly with other telecommunications carriers. Verizon VA would be obligated to
20 provide this service in perpetuity because the Petitioners would never have to negotiate
21 with another carrier, provision their own facilities to collect and receive traffic from
22 carriers other than Verizon VA, or directly bill one another. Once the traffic volumes
23 increase beyond a DS-1 level, however, there is no reason for Verizon VA to continue to

1 provide transit services. At this level, the traffic between the CLEC and the other carrier
2 is sufficient to justify their construction of a direct interconnection trunk for their traffic.
3 As addressed more fully below, Verizon VA needs to limit the traffic at its tandems to
4 prevent tandem exhaust. This is why Verizon VA limits the amount of transit traffic it
5 will provide Petitioners to the DS-1 level. Just as Verizon VA requires direct end office
6 trunking when the traffic Petitioners' deliver to Verizon VA tandems exceed the DS-1
7 level bound for any particular end office, Petitioners should also negotiate directly with
8 other carriers once the transit traffic volumes reach the DS-1 threshold. If this much
9 traffic is being carried, then the non-Verizon VA carriers should negotiate and implement
10 their own interconnection arrangements
11

12B. TANDEM EXHAUSTION

13 **Q. PLEASE EXPLAIN THE ISSUE REGARDING TANDEM EXHAUST (Issue I-4).**

14 **A.** Verizon VA has proposed that when a Petitioner's traffic that is routed through a Verizon
15 VA tandem to a particular end office exceeds the hundred call second ("CCS") busy hour
16 equivalent of one DS-1 at any time and/or 200,000 minutes of use for a single month, the
17 Petitioner should be required promptly to establish end office one-way or two-way traffic
18 exchange trunk groups between the appropriate Verizon VA end office and the
19 Petitioner's POI. In order to prevent Verizon VA's tandems from exhaustion, Verizon
20 VA must impose reasonable restrictions on the level of traffic to its tandems. As the
21 Petitioner's traffic grows and if it continues to be routed through Verizon VA's tandems
22 without limitation, those tandems will be used up.
23

1 **Q. PLEASE DESCRIBE HOW VERIZON VA DESIGNS ITS OWN**
2 **SWITCHING/TRUNKING NETWORK?**

3 A. For exchange access traffic, Verizon deploys Class 5 (end office) switches and tandem
4 switches. Each Verizon end-office switch subtends a designated tandem switch. Verizon
5 interconnects its end-offices through direct trunk groups. In addition, Verizon
6 interconnects its end-offices to a designated tandem switch through Common Final Trunk
7 Groups that carry both overflow traffic and traffic routed to a point beyond the Verizon
8 network (such as a POP or CLEC-IP) as necessary.

9

10 **Q. WHAT IS THE BASIS FOR THE DS-1 LEVEL OF TRAFFIC?**

11 A. This is the design criteria Verizon VA currently uses in its own network and was
12 established in the late 1980s. It was established as an economic trade-off and
13 engineering guideline to determine when direct trunking between two Bell Atlantic
14 switches should be established (as opposed to tandem routing). The last calculated
15 threshold was 12 trunks. When calling volumes between two switches exceeded 12
16 trunks of capacity, direct end office trunking was constructed. Over the last ten years
17 Verizon VA now provisions trunks between digital switches in building blocks of 24
18 trunks (a DS-1) – and because fiber optic transport costs would produce a criteria even
19 lower than 12 trunks, Verizon VA still uses the DS-1 design point.

20

21 **Q. WHY IS VERIZON TRYING TO NEGOTIATE FOR CLECS TO USE THE**
22 **SAME CRITERIA FOR ESTABLISHING DIRECT END OFFICE TRUNKING**
23 **AS VERIZON USES ITSELF?**

1 A. Since 1996 there has been a dramatic explosion in local interconnection trunking. In
2 2000 alone, interconnection trunk growth between Verizon VA and the CLECs increased
3 about 100%. As a result, Verizon VA has experienced more frequent and more rapid
4 exhaust of the capacity of its tandem switches. When this occurs, new tandem switches
5 must be added to the network. For instance, in Verizon East, 24 new tandem switches
6 have been added. Each time a new tandem is added, all carriers including Verizon must
7 rearrange significant quantities of existing trunks incurring substantial rearrangement
8 expenses. Rapid exhaust of Verizon VA's tandem switches negatively impacts all
9 carriers. To reduce the frequency of Verizon VA tandem exhaust, Verizon VA is
10 proposing that CLECs interconnecting with Verizon VA use similar design criteria for
11 establishing direct end-office trunking as Verizon VA uses for itself.

12
13 **Q. ARE THERE NEAR TERM TANDEM EXHAUST SITUATIONS IN VERIZON**
14 **VIRGINIA?**

15 A. Yes. The Richmond Turner Road 5ESS Tandem (RCMDVAIT52T) faces exhaust in
16 2001. This tandem will become exhausted because of CLEC and ISP demands for DS-1
17 and PRI trunk terminations in the Richmond LATA. The switch also has no ability to
18 grow beyond its current capacity. As a result, Verizon VA plans on deploying a new
19 tandem, the Grace Street 53T (RCMDVAIT76T), and migrating all InterLATA tandem
20 traffic from the Turner Road 5ESS to the Grace Street 53T. Approximately 30,000
21 trunks on the existing Turner Road 5ESS must be re-homed to the new Turner Road.

1 In addition, based on the projected tandem trunk requirements in the Washington LATA,
2 the Southwest 90T and Arlington 00T tandems are forecasted to exhaust in 2001. In
3 order to provide tandem relief for the two exhausting tandems in the Washington LATA,
4 the following change to Washington LATA tandem network will be made: Introduce the
5 new Arlington 78T (Irving Street) as the local tandem for Northern Virginia and migrate
6 all local traffic from the Southwest 90T and Arlington 00T to the new Arlington 78T.
7 Therefore, all carriers requiring IntraLATA connectivity to the Northern Virginia,
8 Verizon central offices in the Washington LATA must connect to the new Arlington 78T
9 tandem. Finally, the Roanoke/Luck Tandem (RONKVALK52T) faces exhaust in 2003.
10 The relief option(s) for the Luck Tandem have not been determined at this time.

11

12C. RATES FOR TRANSIT SERVICE

13 **Q. WHAT RATES SHOULD APPLY TO TRANSIT TRAFFIC (Issue III-2)?**

14 A. If Verizon VA is providing transit services up to the DS-1 level of traffic, it will do so at
15 TELRIC-based rates, i.e., a tandem switching charge. Verizon VA will also pass through
16 any charges from the third-party carrier. If, however, a Petitioner insists that Verizon VA
17 provide tandem transit services beyond the DS-1 level, and Verizon VA agrees or is
18 forced to provide such service, there would be additional charges. In that instance,
19 Verizon VA would charge a transit service trunking charge and a transit service billing
20 fee. These charges are not TELRIC-based, nor should they be, because Verizon VA is
21 not obligated to provide transit services. These additional charges are intended to make
22 Verizon VA whole for the service it provides and also supplies Petitioners with an
23 incentive to enter into their own interconnection agreements.

24

1D. THIRD-PARTY TRANSIT TRAFFIC

2 Q. HOW SHOULD THIRD-PARTY TRANSIT TRAFFIC BE ROUTED AND
3 BILLED BY THE PARTIES (Issue IV-1)?

4 A. Verizon VA's voluntary agreement to provide transit services up to the DS-1 level of
5 traffic applies to all CLECs, Commercial Mobile Radio Service ("CMRS") providers,
6 and Independent Telephone Companies ("ITCs") alike. Verizon VA's proposal provides
7 that tandem transit traffic may be routed over the local interconnection trunks described
8 in §§ 3-6 of Verizon VA's interconnection attachment.

9
10 WorldCom demands that Verizon VA must make arrangements directly with third parties
11 for any compensation owed in connection with calls on WorldCom's behalf:

12 Verizon shall compensate [WorldCom] for such calls terminating
13 to WorldCom using [WorldCom's] rates as described herein, and
14 charge WorldCom for such calls terminating to that third party as
15 if such calls had terminated in Verizon's network, using Verizon's
16 rates as described herein.⁶
17

18 WorldCom's proposal is unfair in several respects. First, it does not compensate Verizon
19 VA for the additional charges or costs the receiving CLEC, ILEC, CMRS carrier, or other
20 LEC levies on Verizon VA for the delivery or termination of such traffic. Second,
21 WorldCom's proposal obviates any need for WorldCom to interconnect directly with
22 other carriers; instead, it can rely on Verizon VA as long as it wants. By requiring
23 Verizon VA to treat all transit traffic as its own, as WorldCom's proposal suggests,
24 WorldCom also relieves itself of its obligation under the Act, § 251(b)(5), to establish

⁶ WorldCom Proposed Interconnection Agreement, Attachment I § 4.8 *et seq.*

1 reciprocal compensation arrangements with other CLECs. Contrary to WorldCom's
2 proposal, Verizon VA's obligation to provide transit traffic services should not continue
3 "indefinitely." As the Massachusetts D.T.E. recognized in *Petition of MediaOne, Inc.*
4 *and New England Telephone and Telegraph*, Mass. D.T.E. 99-42/43 at 73-74, it should
5 be limited until such time as the CLECs' traffic increases to levels that warrant direct
6 interconnection with one another. WorldCom's proposal is also inconsistent with the
7 recent NY PSC *Local Traffic Order* at page 8, which acknowledged that "if a third-party
8 ILEC (e.g., Verizon) transports a call between the originating and terminating carriers, it
9 should have no responsibility to pay for its completion." Thus, the Commission should
10 reject WorldCom's proposal and allow tandem transit services to be routed and billed
11 according to Verizon VA's proposed interconnection attachment.

12

13E. RECIPROCAL TANDEM SERVICES

14 **Q. SHOULD AT&T PROVIDE VERIZON VA WITH TANDEM TRANSIT**
15 **SERVICES (Issue V-16)?**

16 **A.** Yes. Verizon VA is only asking AT&T to provide the same transit service to Verizon
17 VA--to the same extent and on the same terms--that Verizon VA provides to AT&T. If
18 AT&T directly interconnects with a third-party facilities-based LEC that Verizon VA
19 does not directly interconnect with, AT&T should be willing to provide Verizon VA with
20 the same transit service, accompanied with the same conditions, that Verizon VA
21 provides to AT&T. If the traffic level goes beyond the DS-1 level, Verizon VA will
22 negotiate with the third-party LEC to establish a direct interconnection agreement. Up
23 until that time, however, AT&T should provide Verizon VA with the same service that
24 Verizon VA has offered AT&T.

1 **VI. MISCELLANEOUS ISSUES (ISSUE V-1)**

2

3 **A. COMPETITIVE TANDEM SERVICES**

4 **Q. VERIZON VA OPPOSES INCLUDING AT&T'S COMPETITIVE TANDEM**
5 **ACCESS PROPOSAL IN THE INTERCONNECTION AGREEMENT. WHAT IS**
6 **THAT PROPOSAL?**

7 **A.** AT&T claims that as a CLEC it can offer a competitive tandem service--in competition
8 with Verizon--to IXCs. According to AT&T, the interconnection agreement between
9 Verizon VA and AT&T the CLEC, not the IXC, should cover this competitive service as
10 a meet point arrangement. In addition, AT&T claims that it should *share* in Verizon
11 VA's total access revenues.

12

13 **Q. SHOULD THE COMMISSION ADDRESS AT&T'S COMPETITIVE TANDEM**
14 **ACCESS PROPOSAL IN THIS PROCEEDING?**

15 **A.** No, this issue should not be addressed in this proceeding. AT&T and Verizon VA are
16 negotiating an interconnection agreement pursuant to § 251(c) of the Act, which only
17 affects the interconnection and exchange of local traffic. This issue, however, involves
18 only access traffic. Interconnection agreements are not intended to replace established
19 switched access tariffs and this Commission's and state commission decisions regarding
20 the treatment of intraLATA and interexchange toll traffic. In AT&T's position statement,
21 it claims to have "the right to offer service[s] to any interexchange carrier ("IXC") that
22 chooses to use AT&T service[s] as a tandem provider." If AT&T wants to provide
23 tandem services to IXCs, it is free to do so, but such an arrangement is between the IXC
24 and AT&T. This is not an issue properly addressed between two local exchange carriers

1 in an interconnection negotiation or arbitration. In the recent *ISP Remand Order*, this
2 Commission reaffirmed the principle that interexchange access traffic is “carved out” and
3 not a part of the “universe of traffic” that is subject to § 251(b)(5). In addition, the ability
4 to provide this tandem service is provided under Verizon’s federal access tariff--
5 Verizon’s Alternative Tandem Signaling service--where it properly belongs. This tariff is
6 not at issue in this proceeding.

7
8 **Q. IF AT&T’S COMPETITIVE TANDEM ACCESS PROPOSAL IS ADDRESSED IN**
9 **THIS PROCEEDING, SHOULD IT BE ADOPTED?**

10 A. No. There are technical problems when a Verizon VA end user originates a call and
11 AT&T wishes to act as a competitive access tandem provider. In addition, pursuant to its
12 proposal, AT&T seeks to “share” Verizon VA’s access revenues without relieving
13 Verizon VA of any of the functions and services it provides and for which it is
14 compensated. AT&T’s proposal is not a meet-point billing arrangement, which is
15 intended to dictate how two local exchange carriers bill and apportion access charges
16 when a call to an IXC is terminated or originated by the end user of the CLEC subtending
17 Verizon VA’s tandem. In AT&T’s competitive tandem service, AT&T’s customer is an
18 IXC, not the end user. Moreover, the ILEC’s unbundling requirement for its UNEs was
19 instituted to foster and develop *local* competition in the telecommunications market.
20 Verizon VA’s unbundling obligation was never meant to subsidize AT&T’s
21 interexchange service by providing AT&T switched access services at UNE rates.

1 **Q. WHAT ARE THE TECHNICAL PROBLEMS ASSOCIATED WITH AT&T'S**
2 **PROPOSAL?**

3 A. AT&T has indicated in the course of negotiations that it is only interested in providing
4 arrangements for competitive access tandem service when terminating traffic to Verizon
5 VA local end users. Simply put, originating traffic switched via two tandems results in
6 the loss of necessary billing detail. When a Verizon VA end user originates the call and
7 it is routed via Verizon VA's tandem, CIC codes that AT&T would need to terminate and
8 bill an originated call are stripped off by the tandem switch and would not be passed to
9 AT&T's competitive access tandem. AT&T acknowledges the technical shortcomings of
10 its own proposal in Schedule 4, Part B, § 4.7 of its proposed contract language.⁷
11 However, AT&T's proposed contract language does nothing to address this problem and
12 makes no distinction between traffic that terminates to and originates from Verizon VA
13 end users. If AT&T's proposed contract language is adopted, Verizon VA would be
14 obligated to do the technically impossible.

15
16 **Q. WHAT DO YOU MEAN WHEN YOU SAY THAT PURSUANT TO ITS**
17 **PROPOSAL AT&T SEEKS TO "SHARE" VERIZON VA'S ACCESS REVENUES**
18 **WITHOUT RELIEVING VERIZON VA OF ANY OF THE FUNCTIONS AND**
19 **SERVICES IT PROVIDES?**

⁷ "The Parties agree to cooperate in determining the future technical feasibility of routing originating meet point billing traffic via a Tandem of one Party and a Tandem of the other Party for the purpose of delivering such traffic to the Switched Access Customer." Verizon disagrees with AT&T's use of the term meet point billing traffic to describe this situation. This arrangement has nothing to do with meet point billing arrangements.

1 A. Under AT&T's proposal, when an IXC connects to its tandem and AT&T delivers that
2 traffic to the Verizon VA tandem, AT&T wants 10% of Verizon VA's switched exchange
3 access revenue. But, Verizon VA performs the same tandem switching and transport
4 functions as if AT&T were not involved and the IXC had delivered the traffic directly to
5 Verizon VA's tandem. Under its proposal, AT&T may relieve the IXC of a portion of its
6 responsibility but does not relieve Verizon VA of any of its responsibility or cost.
7 Nevertheless, AT&T wants Verizon VA to share the authorized access revenues that
8 cover that cost.

9
10 **Q. SHOULD THE INTERCONNECTION AGREEMENT ADDRESS**
11 **COMPETITIVE TANDEM SERVICES SINCE IT ALREADY ADDRESSES**
12 **MEET POINT BILLING ARRANGEMENTS?**

13 A. No. Meet point billing arrangements are part of the interconnection agreement because
14 each Party must jointly bill IXCs for the appropriate access charges when AT&T's local
15 end users make or receive calls involving an IXC. There is no need to include Verizon
16 VA's access services that are provided to IXCs in the interconnection agreement. As
17 previously noted, meet point billing arrangements dictate how two local exchange
18 carriers bill and apportion access charges--found in the Parties' respective access tariffs--
19 when a call to an IXC is originated or terminated by an AT&T end user subtending a
20 Verizon VA tandem. In AT&T's competitive tandem service the customer is an IXC, not
21 an end user. In a meet point billing arrangement, each Party has the right to have a
22 billing arrangement with their mutual customer--the IXC. Such an arrangement should
23 not be addressed in the interconnection agreement between Verizon VA and AT&T.

1 Q. IS AT&T ENTITLED TO PURCHASE UNEs AT UNE RATES IN ORDER TO
2 PROVIDE ITS “COMPETITIVE TANDEM SERVICE”?

3 A. No. AT&T is not entitled to purchase transport or switching at UNE rates under the local
4 interconnection agreement to provide an access service to IXCs. As noted earlier, this
5 traffic is not subject to § 251(b) of the Act and, thus, should not be a part of this
6 arbitration or local interconnection agreement. Because it is not subject to § 251(b),
7 AT&T is not entitled to receive transport or switching at UNE rates. ILECs are required
8 to unbundle certain aspects of their network, including local switching, to foster
9 competitive local service alternatives to residential and business customers. This
10 unbundling obligation, however, was never meant to allow CLECs who are also IXCs to
11 provide access services with Verizon VA’s UNEs at UNE rates. Several state decisions,
12 including one by the Indiana Commission and another by a Wisconsin arbitrator, have
13 addressed this very issue and determined that AT&T is not entitled to use UNEs and
14 shared transport to provide access services to third parties. The Indiana Commission
15 succinctly held that this traffic

16 is not local, and thus is appropriately dealt with in federal and state access
17 tariffs, *not* interconnection agreements. In addition, AT&T has offered no
18 evidence to support the particular division of access charges that appears
19 in AT&T’s proposed subsections 5.2.3 and 5.2.4.⁸
20

21 The Indiana Commission also recognized that the issue as framed, “whether AT&T can
22 provide tandem services *using unbundled network elements and interconnection services*

⁸ AT&T Communications of Indiana TCG Indianapolis Petitioner for Arbitration of Interconnection Rates, Terms and Conditions and Related Arrangements with Indiana Bell Telephone Company, Incorporated d/b/a Ameritech Indiana Pursuant to Section 252(b) of the Telecommunications Act of 1996, Cause No. 40571-INT-03 at 30 (Nov. 20, 2000) (emphasis added).

1 *purchased from Ameritech,*” did not correspond with the contract language AT&T
2 proposed.⁹ Likewise, there is also a disconnect between the issue framed by AT&T in
3 this proceeding and the contract language proposed by AT&T. This is because AT&T is
4 trying to get something it is not entitled to by forcing Verizon to give up its access
5 revenues in a local interconnection agreement.

6
7 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

8 **A. Yes.**


9

⁹ *See id.* at 30 n. 15 (emphasis in original).

Declaration of Pete D'Amico

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 26th day of July, 2001.



Pete D'Amico

Declaration of Donald E. Albert

I declare under penalty of perjury that I have reviewed the foregoing panel testimony and that those sections as to which I testified are true and correct.

Executed this 29th day of July, 2001.

Donald E. Albert

[Insert Name]

CURRICULA VITAE FOR NETWORK ARCHITECTURE PANELISTS

I. DONALD E. ALBERT

Mr. Albert earned his Bachelor of Science degree from Virginia Tech in Civil Engineering in 1977. He also has 21 hours completed towards his MBA. Mr. Albert has over 23 years' experience in the telecommunications industry with a strong emphasis on engineering and network planning. In 1977, he began his career with C&P Telephone of Virginia as an Engineer for Operations Planning and Outside Plant Facilities. During his career at C&P, then Bell Atlantic, and now Verizon, Mr. Albert has held a number of positions of increasing responsibility, including Manager of Network Planning, Director of Customer Network Engineering for Virginia, Maryland, West Virginia and Washington D.C., Director of Integrated Network Engineering and Director of Engineering, Planning and Capital Management. In 1997, Mr. Albert assumed his current position as Director of Competitive Local Exchange Carrier Implementation. In this capacity, he provides technical support for issues associated with interconnection agreements with the various CLECs.

II. PETE D'AMICO

Mr. D'Amico earned a Bachelor's degree in Marketing from Indiana University of Pennsylvania. He has more than 17 years of experience in the telecommunications industry as an employee of Verizon and its predecessor companies. He has held his current position as a Senior Specialist in the Interconnection Product Management Group for the past 11 years. His responsibilities include development, implementation and management of interconnection services. Prior to his present position, Mr. D'Amico held various management positions of

Exhibit NAP-1

- 1 increasing responsibility developing methods and procedures for carrier access interconnection**
- 2 products and services for wireless carriers.**